

## **Exhibit E**

Brenda Costall

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May 4, 2006

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

-----x  
**ORIGINAL**

SMITH KLINE & FRENCH LABORATORIES, :  
LIMITED and SMITHKLINE BEECHAM :  
CORPORATION d/b/a GLAXOSMITHKLINE, : Civil Action

Plaintiffs, : No. 05-197

vs. :  
TEVA PHARMACEUTICALS USA, INC., : CONFIDENTIAL TRANSCRIPT CONTAINS

Defendant. : MATERIAL THAT IS SUBJECT

-----x TO PROTECTIVE ORDER

Videotaped Deposition of BRENDA COSTALL, a witness herein, called for examination by counsel for Defendant in the above-entitled matter, pursuant to notice, the witness being duly sworn by KAREN YOUNG, a Notary Public in and for the District of Columbia, taken at the offices of Kirkland & Ellis, 655 15th Street, Northwest, Washington, D.C., at 9:31 a.m. on Thursday, May 4, 2006, and the proceedings being taken down by Stenotype by KAREN YOUNG, and transcribed under her direction.

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1 Q. Even generally?

2 A. **Reports to Smith Kline & French.**

3 Q. In the course of your and your team's  
4 research work on ropinirole, did you regularly send  
5 reports to Smith Kline & French?

6 A. **Yes.**

7 Q. And can you tell me what those reports  
8 were generally about?

9 MS. WIGMORE: Objection, vague.

10 A. **It is a long time ago. I do not remember  
11 the details.**

12 Q. Is it fair to say that they were about  
13 your experimental work, your and your team's  
14 experimental work?

15 A. **Yes, the reports would relate to the  
16 experimental work.**

17 Q. And would the reports include the results  
18 of your experiments?

19 A. **Yes.**

20 Q. Other than the presentation, the paper and  
21 other documents relating to reports, do you remember  
22 if the documents you turned over to Wilmer Hale

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1 included any agreement between you and/or Bradford  
2 University and the plaintiffs regarding the scope of  
3 your research work?

4       **A. I can remember that for definite because**  
5       **we really did search for our contract, and that**  
6       **again had been destroyed with the archives, so I**  
7       **know it was not there.**

8       **Q. But there was a contract at some point?**

9       **A. There was a contract at some point.**

10      **Q. And who -- was the contract between you**  
11     **and Smith Kline or was it between the university and**  
12     **Smith Kline or some other --**

13      **A. Between the university and Smith Kline.**

14      **Q. Did it specify who would be doing the**  
15     **research work governed by the contract?**

16      **A. No.**

17      **Q. Was the contract specific to research**  
18     **regarding ropinirole?**

19      **A. Yes.**

20      **Q. Did the contract describe what research**  
21     **work was to be done?**

22      **A. Only a general area.**

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1 Q. And what was the general area?

2 A. **Anti-Parkinson activity.**

3 Q. Were there negotiations about that  
4 contract?

5 A. **There is a process by which contracts are**  
6 **derived from the university between the university**  
7 **and a company.**

8 Q. And what is that process, if you know?

9 A. The head of our business liaison office  
10 would draw up the contract, send it to his  
11 counterpart -- and I don't know who that was -- at  
12 Smith Kline French. Then it would be returned  
13 signed by him, signed by myself and signed by Smith  
14 Kline & French.

15 Q. You said signed by yourself. Is there a  
16 reason that you would sign it?

17 A. **As the chief investigator.**

18 Q. Okay. So the contract did specify who the  
19 chief investigator was supposed to be?

20 A. **It would normally do that.**

21 Q. Would it specify who else would be among  
22 the investigators?

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1           **A.       No.**

2           Q.       You said that the -- the general area of  
3       research specified in the contract was  
4       anti-Parkinson's activity; is that correct?

5           **A.       General, yes. It would always make a**  
6       **general statement.**

7           Q.       When was the last time you saw the  
8       contract?

9           **A.       I can say before, before 1990.**

10          Q.       Let me ask you, how did you first get  
11       involved in doing this research work on ropinirole  
12       for Smith Kline?

13          **A.       I received a telephone call from Dr. David**  
14       **Owen from Smith Kline & French.**

15          Q.       And what did you and Dr. Owen discuss?

16          **A.       Dr. Owen described to me some behavioral**  
17       **effects that had occurred whilst observing this**  
18       **compound then known as 101468, and he said that in**  
19       **his view, that this represented a compound with**  
20       **anti-Parkinson potential, and asked whether we would**  
21       **be prepared to collaborate with them in confirming**  
22       **his hypothesis.**

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1 Q. Can you tell me approximately when that  
2 conversation was?

3 A. **Approximately 1986.**

4 Q. Is it accurate to say that the contract  
5 between the university and Smith Kline that we were  
6 referring to earlier was signed after this  
7 conversation?

8 A. **Yes.**

9 Q. Do you know when that contract was signed?

10 A. **No.**

11 Q. Did you take any notes of the conversation  
12 with Dr. Owen?

13 A. **No.**

14 Q. Is there anything else that would help you  
15 remember when that conversation with Dr. Owen took  
16 place?

17 A. **Nothing which is now available.**

18 Q. Was there something that was previously  
19 available that would have helped you remember that  
20 date?

21 A. **It may have been logged in by my secretary**  
22 **in my diary. The diaries of those dates have now**

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1 are there any other effects that are associated with  
2 anti-Parkinson's agents?

3 MS. WIGMORE: Objection to form.

4 A. The main -- the main effect is on the lack  
5 of movement.

6 Q. So that would be the bradykinesia?

7 A. Yes, that is the primary effect.

8 Q. So when you say that you were told by  
9 Dr. Owen that ropinirole may have anti-Parkinson's  
10 potential in that initial call that you had with  
11 him, did you understand that to mean that ropinirole  
12 might have an effect in reducing bradykinesia?

13 A. Yes.

14 Q. Did you have any other understanding about  
15 what he meant by the term anti-Parkinson's  
16 potential?

17 A. He also mentioned that the compound caused  
18 stereotyped behavior, which is a very specific  
19 indication in animals on the effect of the D2  
20 receptors and that would indicate anti-Parkinson  
21 potential.

22 Q. You mentioned the D2 receptor. Are you

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1           Q.     During that initial call with Dr. Owen,  
2     did the two of you discuss -- well, let me go back a  
3     step.  Was there anyone else other than you and  
4     Dr. Owen involved in that initial call?

5           A.     No.

6           Q.     Did the two of you discuss what types of  
7     tests needed to be conducted to test the hypothesis  
8     that anti -- that ropinirole had anti-Parkinson's  
9     potential?

10          A.     No.

11          Q.     Did Dr. Owen explain to you why Smith  
12     Kline wanted you and your team at University of  
13     Bradford to conduct this investigation?

14          A.     He asked if we would conduct the  
15     investigation to confirm the hypothesis, because  
16     they didn't have all of the facilities in house.

17          Q.     What -- when you say facilities in house,  
18     what facilities are you referring to?

19          A.     One would require animals which had been  
20     lesioned and stereotactic surgery, very specific  
21     work which is required in behavioral pharmacology.

22          Q.     And you're saying that those types of

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1 animals, Smith Kline didn't have those?

2 **A.      Correct.**

3 Q.      Is there anything else that Smith Kline  
4 lacked that was necessary to test for the  
5 anti-Parkinson's potential of ropinirole?

6 MS. WIGMORE: Objection, foundation.

7 BY MR. BRAHMA:

8 Q.      To your knowledge.

9 A.      To my knowledge, they would not have the  
10 behavioral skills that we had at the University of  
11 Bradford.

12 Q.      By behavioral skills, do you mean  
13 experience in testing for behavioral effects?

14 A.      **Experience in testing, yes.**

15 Q.      So then it's accurate to say that as  
16 expressed to you by Dr. Owen, the reason Smith Kline  
17 asked you and your team at the University of  
18 Bradford to test for ropinirole's anti-Parkinson's  
19 potential was because you and your team had the  
20 experience and the -- the test animals necessary to  
21 conduct the -- those experiments?

22 MS. WIGMORE: Objection to form.

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1 BY MR. BRAHMA:

2 Q. And Smith Kline didn't. Is that accurate?

3 A. Yes.

4 Q. Would you consider yourself an expert in  
5 the area of testing dopaminergic compounds for  
6 central nervous system activity?

7 A. Yes.

8 Q. And can you tell me what qualifications  
9 would make you an expert in that area?

10 A. One would need several years of training.  
11 I had three years of training as a Ph.D. student and  
12 subsequently approximately two years of training as  
13 a postdoctoral person.

14 Q. And when you say that you had this several  
15 years of training, you mean that that was your  
16 experience at the time of your initial call with  
17 Dr. Owen?

18 A. That is -- you are asking if I had that  
19 experience. Yes.

20 Q. And you mentioned several years of  
21 training. Training in what specifically?

22 A. In carrying out brain surgery in

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1           **A.     My qualifications would be such at that**  
2       **time.**

3           Q.     And you said you had expertise in testing  
4     for animal behavior which would indicate  
5     anti-Parkinson potential. Was that -- was your  
6     previous testing with other compounds?

7           **A.     Yes.**

8           Q.     Can you tell me what those other compounds  
9     were?

10          **A.     They fall into groups. One was a group of**  
11     **compounds called the aporphines. One was called the**  
12     **aminotetralines, and then there are individual**  
13     **compounds such as bromocriptine and pergolide.**

14          Q.     And your work prior to your initial call  
15     with Dr. Owen involved those four compounds that --  
16     well, perhaps they're classes of compounds.

17          **A.     They are classes.**

18          Q.     The aporphines, the aminotetralines,  
19     bromocriptine and pergolide?

20          **A.     Yes.**

21          Q.     Are there any others that you can  
22     remember?

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1           **A. Not that I can remember.**

2           Q. In your prior experience in testing of  
3 compounds for anti-Parkinson's activity, what types  
4 of tests did you run?

5           **A. Tests for hyperactivity, stereotyped  
6 behavior and circling behavior.**

7           Q. And would it be fair to say that those are  
8 the same types of tests that you ran on ropinirole  
9 at Dr. Owen's -- or Smith Kline's request?

10          **A. Yes.**

11          Q. Before those tests, or those types of  
12 tests are run, is it possible to conclude that a  
13 compound such as ropinirole has anti-Parkinson's  
14 activity?

15           MS. WIGMORE: Objection to form.

16          **A. I think it is possible to make  
17 observations as it did at Smith Kline & French that  
18 an animal is showing types of behavior which is  
19 indicative of anti-Parkinson potential.**

20          Q. With respect to the -- you said you ran  
21 three type of tests to test for anti-Parkinson  
22 potential, hyperactivity tests, stereotypy tests and

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1           Q.     Based on tests you and your team  
2     conducted, were you able to conclude whether  
3     ropinirole has anti-Parkinson's activity?

4           A.     The work that we carried out confirmed the  
5     hypothesis presented by Dr. Owen that ropinirole had  
6     anti-Parkinson potential.

7           Q.     Was there a specific test among the ones  
8     you conducted that allowed you to reach that  
9     conclusion?

10          A.     The tests as a battery are required. No  
11        individual test would give you that answer.

12          Q.     So for example, just the results of MPTP  
13        model tests wouldn't be sufficient for you to  
14        conclude that ropinirole had anti-Parkinson's  
15        activity.

16          A.     I believe you need additional tests.

17          Q.     With respect to the tests that you  
18        conducted, did you develop the test plan?

19          A.     The test plan was developed jointly  
20        between myself and Smith Kline & French.

21          Q.     Was there someone at Smith Kline that  
22        worked with you on developing the test plan?

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1           A.     **Yes, it was Roger Eden.**

2           Q.     And did Mr. Eden tell you whether to run  
3       any particular tests?

4           A.     **We discussed the protocol together and we  
5       decided together on which test to use.**

6           Q.     Did Mr. Eden or anyone else at Smith Kline  
7       tell you what effects -- what physiological effects  
8       they wanted you to test ropinirole for?

9           A.     **It was implicit in the contract that we  
10      were looking for anti-Parkinson potential, and  
11      therefore, we discussed what we would be looking  
12      for.**

13          Q.     You mentioned the contract. That reminded  
14       me to go back and ask you one question. Under the  
15       contract, was the university required to assign to  
16       Smith Kline any intellectual property it developed,  
17       to your knowledge?

18           MS. WIGMORE: I'm going to object to the  
19       extent it calls for a legal conclusion, but you can  
20       give your understanding.

21          A.     **The understanding at the time was that the  
22      University of Bradford's interest in working with**

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1 pharmaceutical companies was to be associated with  
2 drugs being developed and progressing to man because  
3 of the prestige of that involvement, and therefore,  
4 at that time, the University of Bradford would  
5 assign the intellectual property rights to the  
6 company.

7 Q. And that was a requirement of the contract  
8 as far as you know?

9 A. The contract did require that. That was  
10 standard at the time.

11 Q. Did the university get any compensation  
12 for doing that?

13 MS. WIGMORE: Same objection. Go ahead.

14 A. As pharmacologists, the tools of our trade  
15 are the drugs which come from the company. We feel  
16 it was a privilege to be able to work with  
17 ropinirole. It was equally a privilege the fact  
18 that that compound was eventually a drug of value in  
19 man. That gives credit to the university and its  
20 scientists, therefore, the capacity to develop drugs  
21 and helping in the capacity to develop drugs through  
22 to man, and in that respect, their main aim was the

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1 prestige in that development and not gaining IPR or  
2 other royalty or other income from a company.

3 Q. Under the contract, did the university do  
4 any testing of ropinirole in man?

5 A. No.

6 Q. Under the contract, did the university do  
7 any testing other than the work you and your team  
8 did?

9 A. No.

10 Q. Separate from this particular contract,  
11 did the university do any testing on ropinirole  
12 other than the work you and your team did?

13 A. No.

14 Q. Did the university do any work on other  
15 dopaminergic compounds?

16 MS. WIGMORE: Object, vague as to time.

17 Do you mean at any time?

18 BY MR. BRAHMA:

19 Q. Yeah.

20 A. Well, I've already said that my team  
21 tested other compounds.

22 Q. Was any of the work your team did or

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1 anyone else at the university did relating to other  
2 dopaminergic compounds -- was that work for Smith  
3 Kline?

4           **A. No.**

5           Q. So then it's accurate to say that you and  
6 your team haven't done work on any other  
7 dopaminergic compounds for Smith Kline.

8           **A. Correct.**

9           MR. BRAHMA: Let's take a break and switch  
10 tape.

11           THE VIDEOGRAPHER: This marks the end of  
12 Videotape Number 1 in the deposition of Brenda  
13 Costall. We are going off the record. The time is  
14 11:33 a.m.

15           (Recessed at 11:33 a.m.)

16           (Reconvened at 11:49 a.m.)

17           THE VIDEOGRAPHER: This marks the  
18 beginning of Videotape Number 2 in the deposition of  
19 Brenda Costall. We are back on the record. The  
20 time is 11:49 a.m. Counsel may proceed.

21           BY MR. BRAHMA:

22           Q. We've been discussing your initial call

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1       with David Owen about the research you and your team  
2       were asked to perform regarding ropinirole, and at  
3       that point, you said that you weren't aware even of  
4       what the chemical structure of ropinirole was,  
5       correct?

6              **A.     Correct.**

7              Q.       You also mentioned that after that call,  
8       you had a meeting in late 1986 or early 1987.  Is  
9       that accurate?

10          **A.     Yes.**

11          Q.       And you said that you remember Dr. Owen  
12       and Mr. Eden from Smith Kline being at that meeting.  
13       Do you remember anyone else being at that meeting?

14          **A.     No.**

15          Q.       Were any other people from the university  
16       at that meeting?

17          **A.     No.**

18          Q.       Were there any documents that you were  
19       shown at that meeting?

20          **A.     No.**

21          Q.       What was discussed at that meeting?

22          **A.     We discussed at that meeting how the**

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1 University of Bradford, my team in particular, could  
2 collaborate with Smith Kline & French to confirm the  
3 hypothesis that the compound 101468-A as it was then  
4 had anti-Parkinson potential.

5 Q. Either in this meeting or in the initial  
6 call with Dr. Owen, did anyone explain to you why  
7 you and your team at the university were selected to  
8 do this work?

9 A. Not specifically, but my team is known to  
10 be one of the senior teams in the university system  
11 in the U.K., and we were known internationally as  
12 experts in this area. I also knew Dr. Owen of  
13 course and he would know my expertise.

14 Q. When you say you were known  
15 internationally as experts in this area, you were  
16 known -- do you mean you were known at that time?

17 A. At that time.

18 Q. And when you refer to the area, what area  
19 are you referring to?

20 A. The -- my area of specialism was the study  
21 of agonists and antagonists of dopamine receptors in  
22 the brain. I prefer to use the brain than the CNS.

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1       **It's more specific.**

2           Q.     You said you knew Dr. Owen.  How did you  
3     know him at that time?

4           A.     Within the U.K. system, we have a British  
5     Pharmacological Society, and at those meetings, we  
6     would meet all the eminent pharmacologists.  I met  
7     Dr. Owen on many occasions at those meetings, and  
8     senior scientists, which I was and he was, knew each  
9     other from those meetings.

10          Q.     The British Pharmacological Society that  
11    you mentioned -- is that the same organization that  
12   is listed on Exhibit 33, your profile?

13          A.     On my profile, yes.  I've always had a  
14   close relationship with that organization.  I am a  
15   member, and at the moment, I am chair of all the  
16   heads of pharmacology on behalf of the British  
17   Pharmacological Society.  There's actually an  
18   international society.  It runs very broadly across  
19   the world.

20          Q.     Are representatives of pharmaceutical  
21   companies also members of that society?

22          A.     Yes.

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1 Q. And Dr. Owen was a member of that society?

2 A. Yes.

3 Q. And is that the only way in which you knew  
4 Dr. Owen?

5 A. And by repute. I am a pharmacologist, and  
6 we do know the senior pharmacologists both within  
7 our own country and who are internationally  
8 recognized.

9 Q. You mentioned Dr. Owen's reputation. Did  
10 he have a reputation for being involved in the  
11 testing of agonists and antagonists -- sorry, the  
12 testing of the dopamine agonist and antagonist  
13 effects of compounds in the brain?

14 A. He wouldn't have the specific expertise,  
15 but he was sufficiently senior to be able to  
16 recognize those effects when they occur.

17 Q. Was there an area in which he had a  
18 reputation for being specialized?

19 A. I always knew him as a cardiovascular  
20 specialist.

21 Q. And when you say cardiovascular  
22 specialist, is that specifically with respect to

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1       dopamine agonist and antagonist activity or more  
2       broadly?

3           **A. More broadly.**

4           Q.       You said during your meeting with Dr. Owen  
5       and Mr. Eden in either late 1986 or early 1987, did  
6       you discuss anything other than the types of  
7       research tests you would be performing on  
8       ropinirole?

9           **A. No.**

10          Q.       Under the contract, was the university  
11       compensated for the research work that you did on  
12       ropinirole?

13           MS. WIGMORE: I object to the extent it  
14       calls for a legal conclusion. You can give your own  
15       understanding if you have one.

16           **A. The university would require payment for  
17       the costs of the animals and for the personnel  
18       involved in carrying out the work.**

19          Q.       And what payment would they receive for  
20       the personnel involved in carrying out the work?

21          **A. I would calculate out their hourly  
22       activities and would calculate up with a sum of**

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1       **money.**

2           Q.     We previously talked about whether you are  
3     being compensated for your time in working on this  
4     litigation or your involvement in this litigation,  
5     and I believe you said that you are not; is that  
6     correct?

7           **A.     That is correct.**

8           Q.     Is the university being compensated for  
9     the time you're spending in your involvement in this  
10    litigation?

11          **A.     No.**

12          Q.     At the meeting that you had with Dr. Owen  
13    and Mr. Eden in late 1986 or early 1987, was that  
14    the first time that you became aware of the chemical  
15    structure of ropinirole?

16           MS. WIGMORE: Objection, assumes facts.

17          **A.     The first meeting I said we -- I did say**  
18    **this previously. We did not have a confidentiality**  
19    **or a contract at that point, and therefore, I did**  
20    **not see the chemical structure.**

21          Q.     After the -- can you tell me approximately  
22    how long after that first meeting the

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1 confidentiality agreement was signed?

2           **A. Within three -- three months.**

3           Q. And after the confidentiality agreement  
4 was signed, were you told what the chemical  
5 structure of ropinirole was?

6           **A. I do not remember specifically, but I was**  
7 **given information about the background of the**  
8 **compound. I'm not a chemist and therefore was not**  
9 **particularly interested in the chemistry.**

10          Q. But the background information you were  
11 given about the compound included its chemical  
12 structure?

13          **A. Yes.**

14          Q. Based on the chemical structure, did you  
15 have any reason to believe that the compound would  
16 or would not have effects in the brain?

17          **A. I am not an expert in medicinal chemistry.**

18          Q. Before, you had mentioned that you were an  
19 expert in a particular area of pharmacology. Can  
20 you tell me what you mean by pharmacology?

21          **A. Pharmacology is the study of drugs on the**  
22 **physiology of the body, so therefore, we look at how**

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1       the body works normally, how it goes wrong, then how  
2       drugs can be used to correct that abnormality and  
3       therefore to create a medicine to treat disease.

4           Q.     Is it correct to say that pharmacology  
5       then is not -- or does not include the correlation  
6       of those physiological effects with the chemical  
7       structures of compounds?

8           A.     That is correct, though they are separate  
9       disciplines. There is a discipline of medicinal  
10      chemistry, and when you break down the degree of  
11      pharmacy and you are pharmaceutical chemistry,  
12      pharmacology, pharmaceutical technology and  
13      pharmacognancy, which is the study of plant  
14      materials, so they are separate disciplines. Sorry  
15      if I'm speaking too quickly.

16           Q.     And then would medicinal chemistry be the  
17      area that properly includes analysis of how the  
18      structure of a chemical compound relates to a  
19      physiological effect that results from administering  
20      that compound?

21           MS. WIGMORE: Objection, lack of  
22      foundation, calls for expert opinion.

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1 contract between Smith Kline and the University of  
2 Bradford, correct?

3 **A. Yes.**

4 Q. Aside from the experiments described in  
5 that test plan, did you or members of your team  
6 conduct other experiments related to ropinirole?

7 **A. No.**

8 Q. Did the test plan change from the time the  
9 contract was executed to the present day?

10 **A. No. Each time we changed our test plan,  
11 another contract would be generated to cover the new  
12 plans.**

13 Q. So there were multiple contracts? Is that  
14 accurate?

15 **A. There are certainly two contracts.**

16 Q. And do you remember who from Smith Kline  
17 signed either of those, or any of those contracts?

18 **A. Both were signed off from Smith Kline and  
19 by Dr. David Owen.**

20 Q. And earlier, you said there are certainly  
21 two contracts. I want to make sure that I  
22 understand correctly. Are you certain that there

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1 are only two contracts?

2           **A.       No.**

3           Q.       Or you're certain that there are at least  
4       two contracts?

5           **A.       There were two contracts, but there could  
6       have been other contracts. I only remember the two  
7       major contracts.**

8           Q.       And do those two contracts correspond to  
9       the two phases -- or sorry. Do the two contracts  
10      that you remember, do those correspond to the two  
11      phases of your research work?

12          **A.       Again, because I haven't seen these for a  
13       long time, I am having to speculate, but the first  
14       contract defined, as I said, the rodent work; the  
15       second contract, the primate work.**

16          Q.       And is that distinction between the rodent  
17       work and the primate work, is that -- is it fair to  
18       say that that's the distinction -- the same  
19       distinction that you're making between the initial  
20       phase of your research and the second phase of your  
21       research?

22          **A.       Approximately.**

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1           Q.     And then at the end of the conclusion --  
2         of the overall conclusions on this slide, the  
3         statement says, "The preclinical data provides firm  
4         support for the development of ropinirole for the  
5         treatment of the neurological and psychiatric  
6         disturbances associated with Parkinson's disease."  
7         Do you see that?

8           A.     **Yes.**

9           Q.     And that again is consistent with the  
10      experimental results that your team at the  
11      University of Bradford conducted -- obtained?

12          A.     **Yes, it's consistent both with the**  
13         **original hypothesis forwarded by Dr. Owen, and we**  
14         **are simply -- we are confirming what we've seen in**  
15         **the laboratories, that all of this work has still**  
16         **got the same conclusion, that this drug has**  
17         **anti-Parkinson potential.**

18          Q.     The conclusions that you came to based on  
19      the results of your team's experimental work -- did  
20      you come to those conclusions independently?

21          A.     **Independently of whom?**

22          Q.     Independently of Dr. Owen, Mr. Eden or

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1 anyone else at Smith Kline?

2 MS. WTGMORE: Objection to the form.

3 A. They would have been done -- these would  
4 have been formed collectively. I've explained all  
5 the way through this work, it was very much a  
6 collaborative effort. We discussed our  
7 presentations and we discussed the format of  
8 reports, papers and the talks. So this wouldn't be  
9 something which was just Brenda Costall and her  
10 team. It would be Brenda Costall, her team in  
11 collaboration with Smith Kline & French.

12 Q. You previously mentioned periodically  
13 reporting the results of your experiments either by  
14 telephone to Dr. Owen or in meetings with Mr. Eden.  
15 Was it during those telephone conversations and  
16 meetings -- is that what you're talking about when  
17 you're talking about the collaborative effort in  
18 coming to these conclusions?

19 A. Yes, we discussed considerable amount of  
20 data and we would consider how that could be best  
21 interpreted and we would do that jointly, but not  
22 over a telephone. My telephone calls were generally